

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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ANTHONY GRAZIANO,

Index No.: 25-CV- 02943

Plaintiff,

AFFIRMATION IN SUPPORT OF
REQUEST FOR CERTIFICATE OF
DEFAULT

-against-

MBLIC MOTORS LLC
d/b/a EMPIRE CADILLAC,

Defendant(s)

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DAVID M. KASELL, Esq., an attorney duly admitted to practice before the Courts of this State, and the federal Courts for the Eastern and Southern Districts of New York, affirms the following to be true under penalties of perjury:

1. I am the founder of Kasell Law Firm, attorney for plaintiff Anthony Graziano (“Plaintiff”) in the above captioned action and as such I am fully familiar with the file, and pleadings in this matter.
2. This action was commenced pursuant to the federal Truth in Lending Act, fraud, and violations of NY General Business Law §§349 and 350.
3. The time for defendant(s), MBLIC Motors LLC d/b/a Empire Cadillac, to answer or otherwise move with respect to the complaint herein has expired.
4. Defendant(s), MBLIC Motors LLC d/b/a Empire Cadillac, has not answered or otherwise moved with respect to the complaint, and the time for defendant(s) MBLIC Motors LLC d/b/a Empire Cadillac to answer or otherwise move has not been extended.
5. That defendant(s) MBLIC Motors LLC d/b/a Empire Cadillac is not an infant or incompetent. Defendant(s) MBLIC Motors LLC d/b/a Empire Cadillac is not presently in the military service of the United States as appears from facts in this litigation.

6. Defendant(s) is indebted to plaintiff Anthony Graziano, in the following manner:
- a. \$54,291.43 representing the costs associated with the repossession and termination of plaintiff's lease that should have been born by defendant;
 - b. Statutory Damages of \$2,000 pursuant to the Truth in Lending Act, 15 U.S.C. §§ 1601, *et. seq.*;
 - c. Return of the vehicle's sales price and all incidental and consequential damages incurred by Plaintiff;
 - d. Return of all finance charges and interest;
 - e. Return of all collateral charges incurred by Plaintiff including costs, cost of "cover" and loss of use of the vehicle;
 - f. Prejudgment interest at the prime rate as of the date of this cause of action;
 - g. Mitigation value for damages for breach of warranty;
 - h. All reasonable attorney's fees, pursuant to statute, witness fees and costs;
 - i. The costs of this action;
 - j. All such other and further relief that the Court deems just and appropriate.

WHEREFORE, plaintiff Anthony Graziano, requests that the default of defendant(s) MBLIC Motors LLC d/b/a Empire Cadillac be noted and a certificate of default issued.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge, information and belief, that the amount claimed is justly due to plaintiff, and that no part thereof has been paid.

Dated: Long Island City, New York
July 8, 2025

Kasell Law Firm

/s/

David M. Kasell (DK-7753)
1038 Jackson Avenue #4
Long Island City, NY 11101
718-404-6668
DKasellEsq@Gmail.com